which would be cited elsewhere in the book for the point primarily decided by them. But teacher and student dealing with cases must generally deal with them once for all. The minute subdivision of a treatise cannot, therefore, be satisfactorily used as a model. The cases must be grouped according to their most general and obvious effect, and subordinate matters must be brought out in passing. The time when the student of Professor Scott's book might fairly be asked wherein a quasi-contract differs from a pure contract or a tort, is at the close of the book, for most of the cases in it in some degree aid in the answer, rather than after reading the sections specifically devoted to these questions.

We have taken the occasion afforded by the appearance of Professor Scott's book to suggest an inquiry we have had for some time in mind. In so doing we fully recognize, and wish to make it clear, that more than one answer to the inquiry will find champions and that even where the views here suggested are accepted, the application of them will give rise to new difference of opinion. Each instructor must to some extent follow his own idiosyncrasies, whatever book he may use. Professor Scott has furnished abundant and well selected material, carefully edited and annotated. This is the one essential requisite, and it is fully satisfied. S. W.

THE LAW OF BAILMENTS, INCLUDING PLEDGE, INNKEEPERS AND CARRIERS. By James Schouler. Boston: Little, Brown, and Company. 1905. pp. xxxii, 415. 8vo.

This book, which is based upon a larger work by Professor Schouler, might better have been named Carriers, including Bailments, for more than two thirds of the work is devoted to a discussion of the peculiar law governing carriers, not only as bailees of goods but as transporters of passengers. The one third concerned with the treatment of the general law of Bailments serves as an introduction enabling the author to give up the balance of the book to a consideration of those features of the law of Carriers which are *sui generis*.

The principles of the law of Carriers are fairly well settled, and are comparatively simple. The recent decisions seldom give more than the application of the old saws to the modern instances. Beyond question the author has, generally speaking, stated both the principle and the precept; the defects of the book are in the manner of presentation.

Taking the volume as a whole, its dominant characteristic is carelessness. Carelessness marks the index, the heading of paragraphs, the rhetoric, and even the distinctions taken. We are told in the preface that "the main purpose of this volume is to supply students and the professional lawyer alike with an elementary treatise which may serve for study and practical use." Yet its contents are so inadequately and so unscientifically indexed as to reduce the practical value of the book to the professional lawyer to a minimum. For example, one can find "stoppage *in transitu*" only by turning to the head "CARRIERS, COMMON (or PUBLIC)"; then to the subhead, "termination of carrier's responsibility" (p. 409); and then to the sixth line under this subhead, which reads, "doubt; 'care of'; misdirection; stoppage *in transitu*, 397, 398." And this is but one of many cases of needles in the haystack.

The first few words of the opening sentence of each paragraph are printed in bold-faced type, an expedient which, in many instances, fails altogether to indicate the substance of the paragraph. Thus a paragraph which informs us that canal companies, tug-boats, and log-drivers are not common carriers because they do not control the transporting vehicle is headed, "But here, as elsewhere, the employment to be designated" (p. 152). See also paragraph 261, p. 139.

It is in his rhetoric, however, that the author is most remiss. Only a few sentences need be quoted to demonstrate the book's weakness in this respect. At page 128, in discussing the tests for determining the status of guest, the author says, "Commonly the guest is a temporary sojourner who puts up at the inn to receive its customary lodging and entertainment; and so long as one keeps this transient character." And at page 133, § 309, "and for all acts of his servants . . . directly occasioning loss or injury, the innkeeper must still re-

spond. . . . But other risks may probably be guarded against, or a special valuation set, if reasonable, upon a closed receptacle." And at p. 151, "Nor is a stockyard company or other mere agistor or warehouseman for a carrier." These are merely conspicuous examples of the loose, careless construction which appears upon every page.

It is, moreover, questionable whether the distinctions taken by the author were all well considered. At page 121, "the three distinguishing characteristics of a public bailment vocation" are pointed out to be, first, that a bailee in that vocation must serve all alike; second, that he is an insurer; and third, that, "by way of offset or limitation to these conditions, the bailee may always claim his reasonable recompense in advance." Is it not true, however, that payment in advance can be exacted by *all* bailees, and that *all* can, if they desire, serve on credit? Apropos of this it may be mentioned that the author does not specifically advert to what is often spoken of as one of the peculiar elements of the "public bailment vocation," namely, the duty of one in that vocation, within the limits of his public profession, to provide adequate facilities. This duty, however, is in a general way in special instances recognized in the book. See paragraphs 255, 256. In paragraph 232 it is stated that, "A boarding-house or lodging-house keeper, pursuing that means of livelihood, is again to be distinguished from a private householder who only casually or upon special consideration receives a boarder or lodger into the family." But paragraph 252 is to the effect that, "The innkeeper is an ordinary bailee where the vocation is not exercised towards the particular person and his personal property upon the strict innkeeping relation. And thus is it, also, in the usual business of boarding-houses and lodging-houses, by the better opinion, or with mere boarders and lodgers generally." See paragraph 239 for another unilluminating distinction.

It is cause for sincere regret that a writer, who undoubtedly knows his subject well, should have been so lax in his presentation of it. C. M. O.

THE PRINCIPLES OF THE AMERICAN LAW OF CONTRACTS AT LAW AND IN EQUITY. Second edition. By John D. Lawson. St. Louis: The F. H. Thomas Law Book Company. 1905. pp. xxvi, 688. 8vo.

As the number of decisions multiplies most rapidly each year, and as the law is continually changing and expanding, a new text-book carrying the cases down to date is always welcome. In the law of Contracts it is doubly welcome because of the dearth of recent authoritative works. The old standard, Parsons on Contracts, has gone through so many editions that its unending sequence of editors' notes makes it now almost unusable. Aside from it, there is Professor Harriman's short work, of comparatively recent publication, and Page on Contracts, of the present year. The latter is a large treatise better adapted for exhaustive reference than to serve as a handbook. Professor Lawson's work, of which the first edition appeared in 1893, is a book adapted to the hasty examination of the busy lawyer. In this respect it resembles Professor Harriman's work, although its treatment is somewhat fuller.

As a whole the work is more easily praised than criticised; but attention may be directed to certain defects of statement and treatment. In § 29, under Formation of the Contract, in attempting to explain the rule by which a contract is held to be completed upon the mailing of the acceptance, the author adopts the erroneous suggestion often found in decisions, the fiction of the mail being the agent of the offerer. As a matter of fact, there is no ground of agency at all: the post-office is a governmental function, not the agent of anybody; and if it could be an agent, it would be the agent, not of the offerer, who does not hire it to bring the acceptance, but of the offeree, who pays the postage on the letter. So in § 253 the statement that a waiver does not require a consideration to be binding, seems too strong, as in general a waiver to be binding requires either a consideration or an estoppel. Again, the treatment of the subject of promises for the special benefit of a third person is open to criticism because of the